

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE 08		PAGE OF PAGES 1      2		
2. AMENDMENT/MODIFICATION NO. 25		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. See Page 1.a		5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS22-P/MCE		7. ADMINISTERED BY (If other than Item 6) MSFC Adm: PS22-P/Carol Terrell 256-544-6710		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  AI Signal Research, Inc. 3411 Triana Blvd SW Huntsville, AL 35805				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-02047	
10B. DATED (SEE ITEM 13) 02/15/02							
CODE      18279		CAGE CODE      004R1					

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 1.a

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.243-2 "Changes-Cost Reimbursement Alternate II Clause.
	OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Prov. Est. Cost	Total Est. Cost	Maximum Incentive Fee	Contract Value	Incentive Fee Available	Incentive Fee Earned	Unearned Incentive Fee	Total Sum Allotted
Previous	\$20,433,140	\$ -0-	\$20,433,140	\$886,066	\$21,319,206	\$463,863	\$418,983	\$3,220	\$20,102,408
This Mod	94,108	-0-	94,108	5,646	99,754	5,646	-0-	-0-	513,042
New Total	\$20,527,248	\$ -0-	\$20,527,248	\$891,712	\$21,418,960	\$469,509	\$418,983	\$3,220	\$20,615,450

See Page 2 for description.

\*Unearned Fee is lost and therefore has not been added into the Contract Value amount above. The original contract value has been reduced by this amount in total to reflect the contract value as stated above.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Monica Heidelberg	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

<u>DCN</u>	<u>Appropriation</u>	<u>Amount</u>
4200040800	62-722-90-90-SAT292003D-62CD60	\$ 4,000.00
4200046605	62-210-10-50-SAEX22004D-62SD30	8,373.00
4200050751	62-SFCX22004D-62FDSUPCON-62-FD	25,000.00
4200051125	62-721-26-01-SAT292003D-62UP30	183,800.00
	62-721-26-01-SAT292003D-62UP30	32,945.00
4200052303	62-722-90-90-SAT292003D-62CD60	47,801.00
4200050748	62-101-58-62-SAEX22004D-62SDS4	53,000.00
4200054070	62-761-90-10-SFCX22004D-62UP40	675.00
4200054760	62-761-10-11-SFCX22004D-62UP05	184,650.00
	Total monies to obligate	540,244.00
<b>DE-OBLIGATE:</b>	<b>Line Item # 12</b>	
<b>4200011417</b>	<b>62-755-11-00-SAT292003D-62ED03</b>	<b><u>27,202.00</u></b>
	<b>Total Obligated amount</b>	<b>\$513,042.00</b>

The purpose of this modification is to increase workload requirements under Performance Work Statement, WBS 4.0 Human Resource Support to include 4.1 Employee Assistance Program Coordinator, provide an equitable adjustment for the change, provide incremental funding pursuant to the "Limitation of Funds" clause and Contractor's letter dated March 9, 2004 and to deobligate monies obligated under Purchase Request 4200011417. The foregoing action is further implemented by the inclusion of the following changes:

1. Clause B.2 paragraph (a) is hereby deleted in its entirety and the attached Clause B.2 paragraph (a) is substituted in lieu thereof (a vertical line in the right-hand margin indicates the specific areas of change).
2. Clause B.5 paragraph (a) is hereby deleted in its entirety and the attached Clause B.5 paragraph (a) is substituted in lieu thereof (a vertical line in the right-hand margin indicates the specific areas of change).
3. Attachment J-1, Performance Work Statement, WBS 4.0, pages J-1-8 is hereby deleted in its entirety and the attached WBS 4.0, page J-1-8 and J-1-8-1 is submitted in lieu thereof. (a vertical line in the right-hand margin indicates the specific areas of change)
4. The total equitable adjustment for the change is as follows:

Contract Year	Estimated Cost	Minimum Incentive Fee	Maximum Incentive Fee
Option Yr. 2	\$ 94,108	\$ - 0 -	\$5,646
Option Yr. 3	\$ 97,872	\$ - 0 -	\$5,872
Option Yr. 4	<u>\$101,787</u>	<u>\$ - 0 -</u>	<u>\$6,107</u>
Total	\$293,767	\$ - 0 -	\$17,626

5. In consideration of the modification(s) agreed to herein as complete equitable adjustment for the Contractor's proposal(s) for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal(s) for adjustment.

Contract Change Identification

Title

Date

Modification 25

Human Resource Support

## SECTION B

### SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in attachment J-1.

(b) The services will be procured under two separate schedules, Mission and Indefinite Delivery/Indefinite Quantity (IDIQ). The contract and supporting data are organized accordingly. Both schedules are being procured on a cost-plus-incentive-fee basis.

(1) Mission Schedule will be used to procure services identified in Work Breakdown Structure (WBS) 1.0-10.3 of the PWS on a mission basis. In addition, this schedule will be used to procure all project management and administrative resources necessary to manage both the Mission and IDIQ contract schedules.

(2) IDIQ Schedule will be used to procure those services identified in WBS 11.0 of the PWS that cannot be sufficiently identified, predetermined or quantified in advance with an estimated value of \$25,000 or greater per task. Project management and administrative support resources necessary to support these tasks will be procured under the Mission Schedule.

(End of clause)

#### B.2 ESTIMATED COST AND CONTRACT FEES

(a) The total estimated cost and fees for the performance of this contract are as follows. Offerors are cautioned to include phase-in costs/fee in the base year value.

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Est. Cost</u>	<u>Provisional Est. Cost</u>	<u>Minimum Incentive Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Value</u>
Base Year	(A) Mission	02/15/02-2/14/03	\$ 6,770,675	0	0	\$ 266,693	\$ 7,037,368
Base Year	(B) Schedule	02/15/02-2/14/03	\$ 264,304	0	0	\$ 15,858	\$ 280,162
Option Yr. 1	(A) Mission	02/15/03-2/14/04	\$ 6,329,600	0	0	\$ 279,306	\$ 6,608,906
Option Yr. 1	(B) Schedule	02/15/03-2/14/04	\$ 489,009	0	0	\$ 29,341	\$ 518,350
Option Yr. 2	(A) Mission	02/15/04-2/14/05	\$ 6,573,660	0	0	\$ 294,514	\$ 6,868,174
Option Yr. 2	(B) Schedule	02/15/04-2/14/05	\$ 100,000	0	0	\$ 6,000	\$ 106,000

Option Yr. 3	(A) Mission	02/15/05-2/14/06	\$ 6,701,119	0	0	\$ 302,704	\$ 7,003,823
Option Yr. 3	(B) Schedule	02/15/05-2/14/06	\$ 100,000	0	0	\$ 6,000	\$ 106,000
Option Yr. 4	(A) Mission	02/15/06-2/14/07	\$ 6,829,001	0	0	\$ 310,915	\$ 7,139,916
Option Yr.4	(B) Schedule	02/15/06-2/14/07	\$ 100,000	0	0	\$ 6,000	\$ 106,000

(b) The total incentive fee earned during the performance of this contract is as follows:

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Maximum Available Incentive Fee</u>	<u>Incentive Fee Earned</u>	<u>Unearned Incentive Fee Earned</u>
Base Year	(A) Mission	02/15/02-08/14/02	\$130,065	\$127,464	\$2,601
		08/15/02-02/14/03	\$136,628	\$136,628	\$ -0-
Base Year	(B) IDIQ	02/15/02-08/14/02	\$ -0-	\$ -0-	\$ -0-
		08/15/02-02/14/03	\$15,858	\$15,239	\$619
Option Yr. 1	(A) Mission	02/15/03-08/14/03	\$139,652	\$139,652	\$ -0-
		08/15/03-02/14/04			
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03			
		08/15/03-02/14/04			
Option Yr. 2	(A) Mission	02/15/04-08/14/04			
		08/15/03-02/14/05			
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04			
		08/15/04-02/14/05			
Option Yr. 3	(A) Mission	02/15/05-08/14/05			
		08/15/05-02/14/06			
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05			
		08/15/05-02/14/06			
Option Yr. 4	(A) Mission	02/15/06-08/14/06			
		08/15/06-02/14/07			
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06			
		08/15/06-02/14/07			

(End of clause)

### B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

B.5 CONTRACT FUNDING (1852.232-91 (JUN 1990))

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$19,782,544. This allotment is for Customer and Employee Relations (CaER) Directorate Support Services and covers the following estimated period of performance: February 15, 2002 through October 8, 2004.

(b) An additional amount of \$832,906 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$19,382,206	\$400,338	\$19,782,544
Provisional Incentive Fee	301,219	112,704	413,923
Incentive Fee Earned	<u>418,983</u>	<u>0</u>	<u>418,983</u>
Total Sum Allotted	\$20,102,408	\$513,042	\$20,615,450

(End of clause)

B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
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#### 4.0 HUMAN RESOURCES SUPPORT

The Contractor shall provide support services, as required, to assist NASA and MSFC in creating and maintaining an effective, diverse workforce. These services shall include employee assessments and diagnostic evaluations; short term counseling (short term is defined as an average of 5 visits or less); referral to local area resources for additional counseling/treatment and support services (referrals made to outside professional providers for longer term and follow-up care the cost of services received from referral sources is borne by the employee or family member.); referral to locally available community services and support systems; consultation opportunities for managers and supervisors.

##### 4.1 Employee Assistance Program Coordinator

4.1.1 The contractor shall provide an Employee Assistance Program for MSFC in accordance with applicable NASA and MSFC regulations and policies.

4.1.2 The Contractor shall provide promotional materials and participate in appropriate aspects of the NASA Drug-Free Workplace program.

4.1.3 The Contractor shall provide a comprehensive record/reporting system to include quarterly statistical data presented in Office of Personnel Management (OPM) formats (OPM FORM 1210).

4.1.4 The Contractor shall provide monthly Program reports to the Manager of Human Resources Department.

4.1.5 The Contractor shall provide a summary report at the end of the fiscal year to include necessary data for the annual OPM report.

4.1.6 The Contractor shall provide development and maintenance of a Critical Incident Stress Management Plan for the Center.

4.1.7 The Contractor shall provide program management and appropriate administrative services.

4.1.8 The Contractor shall provide consultations and/or briefings to management, union officials, human resources staff, and others to promote understanding of the advantages of EAP, to establish working relationships with these groups, to encourage referrals to EAP when appropriate, and to provide training as appropriate.

## 5.0 EMPLOYEE and ORGANIZATIONAL DEVELOPMENT (EOD) SERVICES

This effort shall include the administration and execution of a high volume of training and organizational development procurements. Additionally, the Contractor shall provide services in support of training coordination and delivery, instructional design and delivery, coordination of events, design and implementation of organizational development exercises/ interventions, and administrative support for the Marshall Institute.

### 5.1 Technical Training Coordination

5.1.1 The Contractor shall develop and conduct technical courses to meet specific needs of the MSFC technical community that cannot be met through standard college curricula.

5.1.2 The Contractor shall provide coaching/mentoring assistance to MSFC organizations, in technical areas of expertise such as Design Process, Risk Analysis, Structures, Controls, Fluid Dynamics, and Flight Mechanics as requested.

5.1.3 The Contractor shall prepare technical content and distribute technical training materials at training sessions.

5.1.4 The Contractor shall create advanced learning environments via electronic/computer-based tools.

5.1.5 The Contractor shall identify, document, and track the characteristics and scope of cutting edge technology as it applies to MSFC.

5.1.6 The Contractor shall identify and communicate the MSFC science and engineering culture within and outside the Center.